

**MACKINAC STRAITS CORRIDOR AUTHORITY**

**MCMILLEN JACOBS MICHIGAN, INC.**

**CONTRACT**

This Contract is made and entered into by and between the Mackinac Straits Corridor Authority (MSCA) and McMillen Jacobs Michigan, Inc. (CONSULTANT), of 200 South Wacker Drive, Suite 3100, Chicago, Illinois 60606, for the purpose of the MSCA engaging the Consultant to provide professional as-needed advisory tunnel engineering services to assist with oversight of the development, design, and construction of the Mackinac Straits Utility Tunnel beneath the Straits of Mackinac in Mackinac County.

The parties agree that:

**THE CONSULTANT WILL:**

1. Perform the as-needed work set forth in Exhibit A, dated September 11, 2020, pages 1 through 12, attached hereto and made a part hereof (SERVICES). The CONSULTANT will perform the as-needed SERVICES at the direction of the MSCA's Project Manager.
2. Perform all SERVICES in conformity with the applicable standards and guidelines of the Michigan Department of Transportation (MDOT) and the MSCA.
3. During the performance of the SERVICES herein defined, be responsible for any loss of or damage to original documents belonging to the MSCA while they are in the CONSULTANT's possession. Restoration of lost or damaged original documents will be at the CONSULTANT's expense.
4. Make such trips to confer with representatives of the MSCA and/or MDOT as may be necessary in the carrying out of the SERVICES set forth in this Contract.
5. Submit written progress reports to the MSCA that outline the work accomplished during the reporting period; identify any problems, real or anticipated, associated with the conduct of the SERVICES; and identify any deviations from the agreed upon work plan.
6. Prepare the graphics and text for all reports in a form suitable and acceptable to the MSCA, such suitability and acceptability to be determined by the MSCA. This section is limited to the format of the graphics and text. Nothing herein is to be construed as allowing the MSCA to declare as unsuitable or unacceptable any of the graphics or text

because of the conclusions arrived at by the CONSULTANT through analysis of data collected for this project.

As used throughout this Contract, the words “satisfactory” and “acceptance” are defined to mean that the product is in the format required and is completely in accordance with the Contract requirements; however, it does not mean that the conclusions arrived at for this project must be approved or agreed to by the MSCA.

7. Prepare and submit to the MSCA a written preliminary copy of the Final Project Report in accordance with the work plan set forth in Exhibit A for its review and acceptance prior to submission of the Final Project Report. The MSCA will notify the CONSULTANT of its acceptance or rejection of the Final Project Report within sixty (60) days of receipt of same from the CONSULTANT.
8. Submit any proposed publication by the CONSULTANT of the results of project work for prior review and acceptance by the MSCA. Such review and acceptance are for the MSCA’s own purposes and do not relieve the CONSULTANT of any of its obligations and responsibilities for any claims arising out of such publication. Any such publication will include proper credit for all parties to this Contract.
9. Permit representatives of the MSCA, MDOT, and other authorized public agencies interested in the SERVICES to have full access to the SERVICES during the CONSULTANT’s performance.
10. With regard to audits and record-keeping:
  - a. The CONSULTANT will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained by job number and/or phase for all costs incurred under this Contract.
  - b. The CONSULTANT will maintain the RECORDS for at least three (3) years from the date of final payment made by the MSCA under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the CONSULTANT will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
  - c. The MSCA or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.

11. Provide commercial general liability and automobile liability insurance, as further defined in Exhibit B, attached hereto and made a part hereof.
12. If the MSCA discloses its confidential information to the CONSULTANT, the CONSULTANT will maintain such information as confidential. Information provided by the MSCA will be deemed confidential if it is marked confidential or stated in writing to be confidential. The above obligations of confidentiality will not apply to:
  - a. Information for which the MSCA gives prior written permission for publication or use.
  - b. Information that is required to be disclosed based on court order.

A violation of this provision will be considered a breach of this Contract, and the MSCA may terminate this Contract under the provisions of Section 23(b).

News releases pertaining to this Contract or the SERVICES to which it relates will not be made without prior written approval from the MSCA, and then only in accordance with explicit instructions from the MSCA. News releases made without the MSCA's approval will be considered a breach of the Contract, and the MSCA may terminate this Contract under the provisions of Section 23(b).

13. Submit billings to the MSCA for the SERVICES performed in accordance with the following:
  - a. The CONSULTANT agrees that the costs reported to the MSCA for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The CONSULTANT also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
  - b. The billings for the SERVICES will be in accordance with the defined hourly rates detailed in Exhibit A.
  - c. The billings for the SERVICES will not be submitted more often than once per month without prior written approval from the MSCA. Each billing will be submitted promptly, no more than sixty (60) days after the completion of the SERVICES for that billing. All billings for SERVICES provided prior to September 30 of any year must be received by the MSCA in accordance with the MSCA's annual fiscal year end instructions or a significant delay in payment may occur.

- d. The final billing for the SERVICES must be received within sixty (60) days of completion of the SERVICES. The MSCA may close the Contract after the sixty (60) days have passed. Costs provided to the MSCA after this sixty (60) day period may be denied by the MSCA.

THE MSCA WILL:

14. Provide the CONSULTANT with access to MSCA and MDOT standards and information in its possession and related to the SERVICES that the CONSULTANT specifically requests, except for such standards and information as the CONSULTANT is specifically required to provide.
15. Pay the CONSULTANT for the SERVICES after receipt of billings, subject to verification of progress. Compensation for the SERVICES will be on the basis of loaded hourly rate plus direct expenses and will not exceed Two Hundred Forty-Seven Thousand Five Hundred Twenty-Nine Dollars and Forty-Four Cents (\$247,529.44), as set forth in Exhibit A. The CONSULTANT will be responsible for all costs in excess of the funds shown above.

MSCA funds in this Contract made available through legislative appropriations are based on projected revenue estimates. The MSCA may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

16. Determine that payment for the costs of the SERVICES required and performed is in accordance with the following:
  - a. Labor Costs: Actual hours of performance on the SERVICES multiplied by the defined hourly rate(s) set forth in Exhibit A.
  - b. Other Direct Costs: Actual costs of materials that may be required hereunder but that are not normally provided as part of the overhead of the CONSULTANT. All actual costs in excess of Two Thousand Five Hundred Dollars (\$2,500.00) per other direct costs category will be supported by proper receipts and proof of payments.
  - c. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the current State of Michigan Standardized Travel Regulations, incorporated herein by reference.
  - d. Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR, Federal Acquisition Regulations, Part 31.
17. Make payment to the CONSULTANT in accordance with the provisions set forth below.

- a. Within thirty (30) days of receipt of the billing from the CONSULTANT, the MSCA will either approve the billing for payment or, in lieu of such approval, will inform the CONSULTANT that such approval has not been given. Additionally, the MSCA will inform the CONSULTANT why the billing has not been approved and the actions, if any, required of the CONSULTANT to obtain such approval. Upon approval by the Project Manager, the billing will be submitted for payment. This subsequent payment process requires up to an additional thirty (30) days.
- b. Progress payments may be made for reimbursement of amounts earned to date upon receipt of billings. Progress payments will not be made more often than once per month without prior written approval from the MSCA.
- c. In the event the MSCA determines that the CONSULTANT is not currently eligible to receive any or all of the funds requested, it will promptly notify the CONSULTANT, stating the reason for such determination.
- d. Upon receipt by the MSCA of the required documents and any other accompanying information in a form satisfactory to the MSCA, the MSCA will process the payment request if the CONSULTANT is complying with its obligations pursuant to the Contract.
- e. Reimbursement of any costs pursuant to this section will not constitute a final determination by the MSCA of the allowability of such costs and will not constitute a waiver by the MSCA of any violation of the terms of this Contract committed by the CONSULTANT.
- f. Regardless of its costs, the CONSULTANT will not be entitled to compensation in excess of the maximum amount set forth in Section 15.
- g. The CONSULTANT will not be paid for costs arising from the correction of errors and omissions attributable to the CONSULTANT.

IT IS FURTHER AGREED THAT:

18. The parties will consider the SERVICES to be complete when accepted by the MSCA. Such acceptance by the MSCA is not intended to nor does it relieve the CONSULTANT of any of its obligations and responsibilities herein.
19. Any change in the scope, character, or term of this Contract or in the maximum amount as shown in Section 15 of this Contract will only be by award of a prior written amendment to this Contract by the parties.

20. When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the MSCA, the CONSULTANT may be granted an extension of time, as set forth in Section 42. Such extension will not operate as a waiver by the MSCA of any of its rights herein set forth.
21. In the event that an audit performed by or on behalf of the MSCA indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the MSCA will promptly submit to the CONSULTANT a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the CONSULTANT at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the CONSULTANT will (a) respond in writing to the MSCA indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the MSCA a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the CONSULTANT may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the MSCA. The RESPONSE will refer to and apply the language of the Contract. The CONSULTANT agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the MSCA to finally disallow any items of questioned or no opinion expressed cost.

The MSCA will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the MSCA determines that an overpayment has been made to the CONSULTANT, the CONSULTANT will repay that amount to the MSCA or reach agreement with the MSCA on a repayment schedule within thirty (30) days after the date of an invoice from the MSCA. If the CONSULTANT fails to repay the overpayment or reach agreement with the MSCA on a repayment schedule within the thirty (30) day period, the CONSULTANT agrees that the MSCA will deduct all or a portion of the overpayment from any funds then or thereafter payable by the MSCA to the CONSULTANT under this Contract or any other agreement or payable to the CONSULTANT under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the MSCA and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The CONSULTANT expressly consents to this withholding or offsetting of funds under those

circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the MSCA's decision only as to any item of expense the disallowance of which was disputed by the CONSULTANT in a timely filed RESPONSE.

22. The MSCA and the CONSULTANT will agree on the Key People to be assigned to the Project Team prior to any work being performed. The CONSULTANT will not replace any Key People assigned to the Project Team without prior written approval from the MSCA. The MSCA has the right to disapprove proposed replacements, and the CONSULTANT is required to find alternative replacements that are acceptable to the MSCA. The replacement of Key People from the Project Team without the MSCA's prior written approval will be considered a breach of this Contract, and the MSCA may terminate this Contract under the provisions of Section 23(b). If a member of the Project Team who is one of the Key People leaves the Project Team, the CONSULTANT will replace that person with a person who is acceptable to the MSCA in accordance with the MDOT "Consultant Loss of Key Staff Notification Process," dated February 9, 2015. Failure by the CONSULTANT to find an acceptable replacement to the Project Team will be considered a breach of this Contract, and the MSCA may terminate this Contract under the provisions of Section 23(b). "Key People" are defined as those people whose qualifications and experience are essential to providing quality SERVICES. "Project Team" means the personnel assigned by the CONSULTANT who are responsible for the completion of the SERVICES.

23. The MSCA may terminate this Contract for convenience or cause, as set forth below, before the SERVICES are completed. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed in accordance with the following:

a. **Termination for Convenience:**

If the MSCA terminates this Contract for convenience, the CONSULTANT will be reimbursed for all costs incurred up to the termination date set forth in the notice of termination. Such reimbursement will be as set forth in Sections 16 and 17. The MSCA will receive the work product produced by the CONSULTANT under this Contract up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

b. **Termination for Cause:**

In the event the CONSULTANT fails to complete any of the SERVICES in a manner satisfactory to the MSCA, and/or discloses the MSCA's confidential information, in violation of the provisions of Section 12, and/or replaces any Key People without prior written approval from the MSCA, as set forth in Section 22,

and/or fails to find an acceptable replacement to the Project Team, as set forth in Section 22, and/or makes any public relations communications and/or products that are intended for an external audience without prior written approval from the MSCA, as set forth in Section 40, the MSCA may terminate this Contract for cause. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed as follows:

The CONSULTANT will be reimbursed for SERVICES completed up to receipt of the notice of termination. The MSCA may pay a proportionate share for a partially completed work product. The value of such partially completed work product will be determined by the MSCA based on actual costs incurred up to the estimated value of the work product received by the MSCA, as determined by the MSCA. Such reimbursement will be as set forth in Sections 16 and 17. The MSCA will receive the work product produced by the CONSULTANT under this Contract up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

In the event that termination by the MSCA is necessitated by any wrongful breach, failure, default, or omission by the CONSULTANT, the MSCA will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CONSULTANT under this Contract, as well as any other existing or future contracts between the CONSULTANT and the MSCA, for any and all damages and costs incurred or sustained by the MSCA as a result of its termination of this Contract due to the wrongful breach, failure, default, or omission by the CONSULTANT. In the event of termination of this Contract, the MSCA may procure the professional SERVICES from other sources and hold the CONSULTANT responsible for any damages or excess costs occasioned thereby.

24. All documents prepared by the CONSULTANT under this Contract are the property of the MSCA and cannot be furnished to any party without the permission of the MSCA, except to the involved governmental agencies and commissions as part of the progress reporting process and except as provided in and limited in Section 32 herein.
25. This Contract is personal to the parties and cannot be assigned. The CONSULTANT will not sublet any portion of the SERVICES.
26. All questions that may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, the interpretation of designs and specifications, and the satisfactory and acceptable fulfillment of the terms of this Contract will be decided by the MSCA.



27. In connection with the performance of SERVICES under this Contract, the CONSULTANT (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof.
28. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The CONSULTANT is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website ([www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS)).
29. The CONSULTANT specifically agrees that in the performance of the SERVICES herein enumerated, by itself, or by an approved subcontractor, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits that are applicable to the entry into and the performance of this Contract.
30. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the MSCA will have the right to terminate this Contract without liability or, at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
31. If the MSCA does not wish to subscribe to the findings or conclusions of the SERVICES, the following statement will be added to the credit line of all reports published by the CONSULTANT or by the MSCA:

*“The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the Michigan State Transportation Commission or the Mackinac Straits Corridor Authority.”*
32. It is agreed that the CONSULTANT will not copyright any papers, reports, forms, or other materials that are part of its work under this Contract without the prior written approval of the MSCA.
33. In addition to the protection afforded by any policy of insurance, the CONSULTANT agrees to indemnify, defend, and save harmless the State of Michigan, the Michigan State Transportation Commission, the MSCA, MDOT, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the CONSULTANT in connection with the CONSULTANT's performance of the SERVICES; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the CONSULTANT's performance of the SERVICES under this Contract, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

The MSCA will not be subject to any obligations or liabilities by contractors of the CONSULTANT or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CONSULTANT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, the MSCA, and/or MDOT, as applicable.

In the event that the same occurs, it will be considered as a breach of this Contract, thereby giving the State of Michigan, the Michigan State Transportation Commission, the MSCA, and/or MDOT, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

34. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the CONSULTANT, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. The MSCA may void this Contract if the name of the CONSULTANT or the name of a subcontractor, manufacturer, or supplier utilized by the CONSULTANT in the performance of this Contract subsequently appears in the register during the performance of this Contract.
35. The CONSULTANT agrees that no otherwise qualified individuals with disabilities in the United States, as defined in the Americans with Disabilities Act, 42 USC 12101 *et seq.*, as amended, and regulations in implementation thereof (29 CFR Part 1630) will, solely by reason of their disabilities, be excluded from participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Contract.

36. The CONSULTANT agrees that it will not volunteer, offer, or sell its services to any litigant against the MSCA with respect to any SERVICES it has agreed to perform for the MSCA under this Contract, provided that this provision will not apply either when the CONSULTANT is issued a valid subpoena to testify in a judicial or administrative proceeding or when the enforcement of this provision would cause the CONSULTANT to be in violation of any Michigan or federal law.
37. Any approvals, acceptances, reviews, and inspections of any nature by the MSCA will not be construed as a warranty or assumption of liability on the part of the MSCA. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of the MSCA, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the SERVICES under this Contract.

Any such approvals, acceptances, reviews, and inspections by the MSCA will not relieve the CONSULTANT of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by the MSCA to be construed as a warranty as to the propriety of the CONSULTANT's performance but are undertaken for the sole use and information of the MSCA.

38. With regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the MSCA under this Contract, the CONSULTANT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MSCA due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or the MSCA.

The CONSULTANT shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MSCA with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the MSCA under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or the MSCA as a third-party beneficiary.

The CONSULTANT shall notify the MSCA if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the MSCA under this Contract may have occurred or is threatened to occur. The CONSULTANT shall also notify the MSCA if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action

with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the MSCA under this Contract.

39. The CONSULTANT and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of the SERVICES under this Contract. "Affiliate" means a corporate entity linked to the CONSULTANT through common ownership. The CONSULTANT and its Affiliates agree not to provide any services to a construction contractor or any entity that may have an adversarial interest in a project for which it has provided services to the MSCA. The CONSULTANT and its Affiliates agree to disclose to the MSCA all other interests that the prime or sub consultants have or contemplate having during each phase of the project. The phases of the project may include, but are not limited to, planning, scoping, early preliminary engineering, design, and construction. In all situations, the MSCA will decide if a conflict of interest exists. If the MSCA concludes that a conflict of interest exists, it will inform the CONSULTANT and its Affiliates. If the CONSULTANT and its Affiliates choose to retain the interest constituting the conflict, the MSCA may terminate the Contract for cause in accordance with the provisions stated in this Contract.
40. Any public relations communications and/or products pertaining to this Contract or the SERVICES hereunder that are intended for an external audience will not be made without prior written approval from the MSCA, and then only in accordance with explicit instructions from the MSCA. Examples of public relations communications and/or products may include the following:
- a. Use of the MSCA logo or the MDOT logo;
  - b. Brochures, flyers, invitations, programs, or any other printed materials intended for an external audience;
  - c. Postings on social media sites or websites;
  - d. New or updated video, digital versatile disk (DVD), or video sharing productions;
  - e. Exhibits or presentations.

A violation of this provision constitutes a breach of this Contract, and the MSCA may terminate this Contract under the provisions of Section 23(b).

41. This Contract will be in effect from the date of award (the date of the final signature) through September 30, 2023. It may be extended for up to two (2) additional years at the discretion of the MSCA. Any such extension will not operate as a waiver by the MSCA of any of its rights herein set forth. Costs incurred outside of the term of this Contract will not be eligible for reimbursement.

42. Prior to expiration, the time for completion of performance under this Contract may be extended by the MSCA upon written request and justification from the CONSULTANT. Upon approval and authorization by the MSCA, a written time extension amendment will be prepared and issued by the MSCA. Any such extension will not operate as a waiver by the MSCA of any of its rights herein set forth.
43. In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.


44. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the CONSULTANT and the MSCA and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the CONSULTANT, a certified copy of which resolution will be sent to the MSCA with this Contract, as applicable.

McMILLEN JACOBS MICHIGAN, INC.

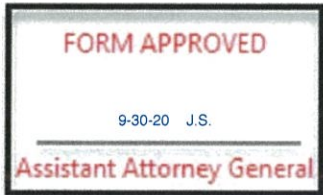
By: Kenneth Leo Dombroski  
Authorized Signer

Digitally signed by Kenneth Leo Dombroski  
Date: 2020.10.05 10:49:16 -04'00'

MACKINAC STRAITS CORRIDOR AUTHORITY

By:   
Title:

*Michael A. Nystrom*  
Michael A. Nystrom  
Chair, MSCA  
10-6-20



## PRICED PROPOSAL COVER SHEET

This form replaces a traditional cover letter, and must have a signature by an authorized legal signer. This form is required for all priced proposals, and shall be the very first page(s). This priced proposal is a binding document and no further Consultant signature(s) will be required if an authorization is issued, rather than a contract.

This form shall be completed by each consultant that has a derivation of cost sheet as part of this priced proposal. Traditional cover letters are not required, but may be added after this Priced Proposal Cover Sheet(s).

## PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S):

CS N/A - JN N/A

CONTRACT / AUTHORIZATION NUMBER:

2020-0898

PROJECT DESCRIPTION:

Advisory Tunnel Engineering Services

**BASIS FOR REIMBURSEMENT AND METHOD OF PAYMENT** as specified in the MDOT Scope of Services (*Actual Cost, Actual Cost Plus Fixed Fee, Loaded Hourly Rate, Unit Price, Lump Sum, and Milestones*) When applicable, list ALL Consultant(s) performing work on this project and the basis for reimbursement and method of payment for each.) **Example: Actual Cost Plus Fixed Fee: (Each firm init.)**

Loaded Hourly (LDHRLY)

MJ

**PREQUALIFICATION CLASSIFICATION(S)** (When applicable, list ALL Consultant(s) performing work on this project and all classification(s) in which they will be working. Use current MDOT classification names.) **Example: Design: Roadway: (Each firm init.)**

## PRIME CONSULTANT INFORMATION

LEGAL BUSINESS NAME:

McMillen Jacobs Michigan, Inc.

FEDERAL ID NUMBER: (*Must match prequalification file*)

84-3139078

ROLE: (Prime, Tier 1, Tier 2)

Prime Firm

COMPANY ADDRESS:

1011 Western Ave, Suite 700

CITY:

Seattle

STATE:

WA

ZIP CODE:

98104

EMAIL (AUTHORIZED CONTRACT SIGNER):

dombroski@mcmjac.com

PHONE NO.:

216-285-9685

EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):

swartz@mcmjac.com

By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.

AUTHORIZED LEGAL SIGNER: (Printed Name - Title)

Kenneth Leo Dombroski  
President

DIGITAL SIGNATURE AND DATE:

K. Leo Dombroski 11 SEPT. 2020





**SUMMARY OF TOTAL PROJECT COSTS BY JOB NUMBER**

All Prime and Subconsultant Costs for ALL JOB NUMBERS (including phases). For amendment or revision, complete this form showing all job numbers for all services provided. Report Tier 2 Subconsultant costs with Tier 1 Subconsultants. For use with all Priced Proposals. Use additional pages as necessary.

<b>MDOT CONTROL SECTION(S) - JOB NUMBER(S):</b>  <b>CS N/A - JN N/A</b>	<b>CONTRACT / AUTHORIZATION NUMBER:</b>  2020-0898
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<b>PRIME CONSULTANT NAME:</b>  <b>McMillen Jacobs Michigan, Inc.</b>	<b>DBE Goal:</b>  <b>N/A</b>	<b>PROJECT DESCRIPTION:</b>  <b>Advisory Tunnel Engineering Services</b>
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Consultant	Firm Role:	Contracted to:	Payment Method:	Job Number N/A	Job Number	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% of Contract
<b>HOURS</b>				974	-	-	-	-		974	
McMillen Jacobs Michigan, Inc.	P	MDOT	LDHRLY	974	-	-	-	-		974	
<b>LABOR</b>				\$ 245,185.44	\$ -	\$ -	\$ -	\$ -		\$ 245,185.44	
McMillen Jacobs Michigan, Inc.	P	MDOT	LDHRLY	\$ 245,185.44	\$ -	\$ -	\$ -	\$ -		\$ 245,185.44	
<b>OTHER DIRECT EXPENSES</b>				\$ 2,344.00	\$ -	\$ -	\$ -	\$ -		\$ 2,344.00	
McMillen Jacobs Michigan, Inc.	P	MDOT	LDHRLY	\$ 2,344.00	\$ -	\$ -	\$ -	\$ -		\$ 2,344.00	

**TOTAL COSTS SUMMARY**

Consultant Totals	Firm Role:	Contracted to:	Payment Method:	Job Number N/A	Job Number	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% of Contract
McMillen Jacobs Michigan, Inc.	P	MDOT	LDHRLY	\$ 247,529.44	\$ -	\$ -	\$ -	\$ -	N	\$ 247,529.44	100.0%
Firm Role Key: P = Prime Firm, T1 = Tier 1 Sub, T2 = Tier 2 Sub											
<b>TOTAL COSTS</b>				\$ 247,529.44	\$ -	\$ -	\$ -	\$ -		\$ 247,529.44	100.0%

**DERIVATION OF PRIME CONSULTANT COSTS**

Summary of all Prime Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

<b>MDOT CONTROL SECTION(S) - JOB NUMBER(S):</b>  <b>CS N/A - JN N/A</b>	<b>CONTRACT / AUTHORIZATION #:</b>  2020-0898	<b>FIRM ROLE:</b>  <b>Prime Firm</b>
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<b>PRIME CONSULTANT NAME:</b>  <b>McMillen Jacobs Michigan, Inc.</b>	<b>PROJECT DESCRIPTION:</b>  <b>Advisory Tunnel Engineering Services</b>
--	--

<b>PRIME LABOR:</b>						
<i>CLASSIFICATION</i>	<i>CODE</i>	<i>HOURS</i>	<i>x</i>	<i>RATE/HR</i>	<i>=</i>	<i>LABOR COST</i>
Principal - PM	PPM	244	x	\$ 293.00	=	\$ 71,492.00
Principal - PD	PPD	138	x	\$ 394.00	=	\$ 54,372.00
Principal - SME	PSME	101	x	\$ 346.00	=	\$ 34,946.00
Senior Associate	SA	101	x	\$ 189.00	=	\$ 19,089.00
Lead Associate	LA	62	x	\$ 225.00	=	\$ 13,950.00
Senior Project Engineer	SP	184	x	\$ 177.00	=	\$ 32,568.00
Staff Engineer	SE	120	x	\$ 105.00	=	\$ 12,600.00
Project Controls	PC	24	x	\$ 135.00	=	\$ 3,240.00
		<b>Total Hours:</b>	<b>974</b>			<b>Total Labor \$ 242,257.00</b>

<b>LABOR ESCALATION: (Total Labor x Escalation Rate)</b>						
<b>Milestone:</b>	<b>Dates / % Schedule Between Milestones</b>	<b>Anticipated % of Project Effort Between Milestones</b>	<b>Anticipated Direct Labor Spent Between Milestones</b>	<b>Anticipated Escalation % Between Milestones:</b>	<b>Compounded Escalation Rate</b>	<b>Anticipated Escalation \$ Between Milestones</b>
Project Start (Date):	9/7/2020					
% of Schedule =	32.65%	40%	\$ 96,902.80	None Allowed	None Allowed	None Allowed
1st Year Anniversary (Date):	9/7/2021					
% of Schedule =	32.65%	40%	\$ 96,902.80	2.00%	2.0000%	\$ 1,938.055
2nd Year Anniversary (Date):	9/7/2022					
% of Schedule =	32.65%	18%	\$ 43,606.26	2.00%	2.0400%	\$ 889.567
3rd Year Anniversary (Date):	9/7/2023					
% of Schedule =	2.06%	2%	\$ 4,845.14	2.00%	2.0808%	\$ 100.818
Service Completion (Date):	9/30/2023					
<b>Totals:</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$ 242,257.00</b>	<b>Overall Escalation Rate:</b>		<b>1.2088%</b>
					<b>Total Escalation:</b>	<b>\$ 2,928.44</b>

**Total Labor w/ Escalation \$ 245,185.44**

<b>PRIME OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)</b>						
<b>Items</b>	<b>Quantity</b>	<b>@</b>	<b>Unit Price</b>	<b>Unit</b>	<b>=</b>	<b>Item Price</b>
Mileage - Standard	3,200.00	@	\$ 0.340	Mile	=	\$ 1,088.00
Hotel	8.00	@	\$ 85.000	Night	=	\$ 680.00
Meals	16.00	@	\$ 36.000	Day	=	\$ 576.00
<b>Total Other Direct Expenses</b>						<b>\$ 2,344.00</b>

**TOTAL PRIME FIRM COSTS \$ 247,529.44**

Firm Role: Prime Firm

Note: Payment Method = LDHRLY

**SUMMARY OF PERSON HOURS BY PPMS TASK**

All Prime and Subconsultant Hours for EACH JOB NUMBER (including phases). For amendment/revision, complete this form showing all job numbers for all services provided. Use additional pages as necessary.

**MDOT CONTROL SECTION(S) - JOB NUMBER(S):**  
CS N/A - JN N/A

**CONTRACT / AUTHORIZATION NUMBER:**  
2020-0898

**PRIME CONSULTANT NAME:**  
McMillen Jacobs Michigan, Inc.

**PROJECT DESCRIPTION:**  
Advisory Tunnel Engineering Services

SUMMARY OF HOURS BY PPMS TASK							
PPMS Task Code	Task Description	Firm Init.	MDOT JN N/A	MDOT JN	MDOT JN	MDOT JN	Total
6040	Reporting and Record Keeping	Total	60	-	-	-	60
		MJ	60	-	-	-	60
9001	Technical and Policy Meetings	Total	216	-	-	-	216
		MJ	216	-	-	-	216
9002	Technical/Advisory Services and Review for Tunnel	Total	560	-	-	-	560
		MJ	560	-	-	-	560
9003	Project Progress Meetings	Total	90	-	-	-	90
		MJ	90	-	-	-	90
9004	Public Outreach Meetings	Total	48	-	-	-	48
		MJ	48	-	-	-	48

SUMMARY OF HOURS BY FIRM							
Role	Firm Name	Firm Init.	MDOT JN N/A	MDOT JN	MDOT JN	MDOT JN	Total
Prime Firm	McMillen Jacobs Michigan, Inc.	MJ	974	-	-	-	974
		Totals	974	-	-	-	974

Summary of all Prime or Subconsultant Hours for **ALL JOB NUMBERS** (including phases). For amendment/revision, complete this form showing all job numbers for all services provided. Submit only one form per consultant. Use additional pages as necessary.

<b>MDOT CONTROL SECTION(S) - JOB NUMBER(S):</b>		<b>CONTRACT / AUTHORIZATION #:</b>		<b>FIRM ROLE:</b>						
CS N/A - JN N/A		2020-0898		Prime Firm						
<b>CONSULTANT NAME:</b>		<b>PROJECT DESCRIPTION:</b>								
McMillen Jacobs Michigan, Inc.		Advisory Tunnel Engineering Services								
<b>SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S PER PPMS TASK AND CLASSIFICATION</b>										
PPMS Task Code	Task Description	Principal - PM	Principal - PD	Principal - SME	Senior Associate	Lead Associate	Senior Project Engineer	Staff Engineer	Project Controls	HOURS FOR TASK
6040	Reporting and Record Keeping	12					24		24	60
9001	Technical and Policy Meetings	80	56	32	32	16				216
9002	Technical/Advisory Services and Review for Tunnel	80	40	60	60	40	160	120		560
9003	Project Progress Meetings	48	18	9	9	6				90
9004	Public Outreach Meetings	24	24							48
<b>SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S</b>										
<b>Classification:</b>		<b>Principal - PM</b>	<b>Principal - PD</b>	<b>Principal - SME</b>	<b>Senior Associate</b>	<b>Lead Associate</b>	<b>Senior Project Engineer</b>	<b>Staff Engineer</b>	<b>Project Controls</b>	<b>HOURS FOR FIRM</b>
		244	138	101	101	62	184	120	24	974
<b>Total Hours:</b>										

**Michigan Department of Transportation**

**ESTIMATED PROJECT VALUE LESS THAN \$250,000**

**SCOPE OF SERVICE  
FOR  
AS-NEEDED SERVICES  
ADVISORY TUNNEL  
ENGINEERING SERVICES**

**CONTROL SECTION(S):**

N/A

**JOB NUMBER(S):**

N/A

**PROJECT LOCATION:**

The project is located beneath the Straits of Mackinac, Mackinac County.

**PROJECT WORK DESCRIPTION *(description of the project):***

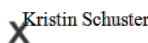
The Mackinac Straits Corridor Authority (“MSCA”), a state institution within the Michigan Department of Transportation (“MDOT”), with the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”), and Michigan Public Service Commission (“MPSC”) seeks an As-Needed Advisory Tunnel Engineering Consultant (“Consultant”) to assist with oversight of the development, design and construction of the Mackinac Straits Utility Tunnel (“the Project”). The State is undertaking an effort to increase safety and environmental considerations for liquid pipelines that cross waterbodies in Michigan by constructing an underground tunnel connecting the Upper and Lower Peninsulas to accommodate a replacement of that portion of Enbridge’s Line 5 pipeline that crosses the Straits of Mackinac and to provide the potential to accommodate use by other Utilities. Expertise relating to liquid pipeline and tunnel operations, construction, and integrity management are essential for the State to make informed decisions.

Full time services will not be required at all times. This scope is for “as-needed” services, based on the intermittent needs of MSCA, EGLE, and MPSC.

The most qualified Consultant, based on the scoring criteria herein, will be awarded a contract for services, if any.

**ADDITIONAL INFORMATION**

All consultants interested in submitting a proposal for this work will respond with a **one page** Statement of Qualifications e-mailed to both, the MSCA Project Manager, the EGLE Project Manager and the MPSC Project Manager listed below before the stated submittal deadline. Any Statement of Qualifications (response) received after this day/time will be considered non-responsive. The Statement of Qualifications will include:

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- Understanding of Service
- Qualifications of Team
- Key Personnel available for **immediate work**
- Resumes of Key Personnel (limit 2 pages per resume, pages do not count toward page limit stated above)

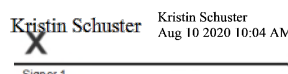
**GENERAL STAFFING REQUIREMENTS**

The selected consultant is expected to provide a satisfactory number of qualified personnel as necessary to effectively carry out its responsibilities under this project. There may be work during nighttime hours, on weekends, and/or generally under tight time constraints.

**CONSULTANT SERVICE TASKS (actual work consultants will perform):**

As-needed services for this project may include, but are not limited to the following:

- A. Serve as tunneling expert for the Project and perform various functions as required.
- B. Attend meetings including technical and policy meetings to provide professional technical knowledge to review the Project.
- C. Travel to specific locations as needed to meet with Enbridge, Enbridge consultants/contractors, State Officials, and others to review the Project.
- D. Provide technical recommendations and advisory services to the MSCA, EGLE, and MPSC as it pertains to specifications, polices, practices, and contractual requirements focused on managing items of greatest risk to achieving MSCA, EGLE, and MPSC’s goals.
- E. Work with MSCA, EGLE and MPSC and other Consultants to review the Project.
- F. Meet with the EGLE Project Manager bi-weekly, or as otherwise agreed to, to review project progress for the previous, current and future activities and action items. The Consultant shall review and clarify project issues, data needs and availability, and the sequence of events and team meetings that are essential to reviewing the Project.
- G. Attend information meetings (i.e., public hearings, open houses, tribal consultation, etc.) with the public and public officials to assist in responding to concerns and questions. May require the preparation of displays such as maps, marked-up plans, etc.
- H. The EGLE Project Manager shall be the official contact person for the Consultant **and shall be made aware of all communications regarding this project.** The Consultant

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must either address or send a copy of all correspondence to the Project Manager. This includes all Subcontractor correspondence and verbal contact records.

- I. Each month, the Consultant shall submit to the EGLE Project Manager a monthly project progress report relating activates to invoiced costs to the satisfaction of the Project Manager.

**ANTICIPATED SERVICE START DATE:**

September 7, 2020

**ANTICIPATED SERVICE COMPLETION DATE:**

September 30, 2023

This selection is effective for a three-year period. However, two one-year extensions or a single two-year extension may be authorized to extend the initial three-year selection/contract period to a total of five years, at the sole discretion of MDOT.

Under no circumstances will the consultant(s) selected under this RFP be permitted to perform work that exceeds five years under the corresponding contract(s).

**CONFLICT OF INTEREST:**

The selected Consultant will not be allowed to participate or join any team performing services for the Project, or to provide consulting services related to the Project for any other entity while under contract with the State. **The selected Consultant will be prohibited from doing any work for Enbridge, Inc. during the term of the contract. Consultants must disclose any work they have performed for Enbridge, Inc. in the last 5 years using the attached Form 5100D, in the Section “Conflict of Interest Statement”, providing a description and explanation of any such work performed for Enbridge, Inc. in an attachment to the Form.**

**DBE PARTICIPATION REQUIREMENT:**

N/A

**PRIMARY PREQUALIFICATION CLASSIFICATION(S):**

N/A

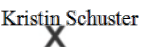
**SECONDARY PREQUALIFICATION CLASSIFICATION(S):**

N/A

**NON-PREQUALIFIED SERVICES:**

If selected, the vendor must ensure that current financial information, in accordance with the Financial Requirements for Non-Prequalified Consultants / Vendors, is on file and approved with MDOT's Office of Commission Audits. This information must be on file and approved for the

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prime vendor and all sub vendors prior to a contract award. Form [5100J](#) is required with proposals for all non-prequalified firms performing services on this project.

**REQUIRED GUIDELINES AND STANDARDS:**

The Consultant must adhere to all applicable OSHA and MIOSHA safety standards for the activities and conditions for this job and adherence to the Personal Protective Equipment (PPE) standards.

When applicable, work shall conform to current industry practices, guidelines, policies, and standards, and as agreed upon with the Project Manager.

**MSCA PROJECT MANAGER:**

Ryan Mitchell, Manager, MDOT Innovative Contracting Unit  
Bureau of Development  
MDOT - Design Division  
Van Wagoner Building  
425 W. Ottawa Street  
Lansing, Michigan 48933  
(517) 614-7025  
[Mitchellr13@michigan.gov](mailto:Mitchellr13@michigan.gov)

**EGLE PROJECT MANAGER:**

James Clift, Deputy Director  
Michigan Department of Environment, Great Lakes and Energy  
517-614-9361  
[cliftj@michigan.gov](mailto:cliftj@michigan.gov)

**MPSC PROJECT MANAGER:**

Travis Warner  
Public Utilities Engineer  
Michigan Public Service Commission  
7109 W. Saginaw Highway  
Lansing, Michigan 48917  
517-284-8315  
[Warnert3@michigan.gov](mailto:Warnert3@michigan.gov)

**GENERAL INFORMATION:**

- A. The Services described herein are financed with public funds. The Consultant must comply with all applicable Federal and State laws, rules, and regulations
- B. The Consultant will notify the MSCA Project Manager, in writing, prior to any personnel changes from those specified in the Consultant’s original approved proposal. Any

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personnel substitutions are subject to the review and approval of the MSCA Project Manager.

**CONSULTANT QUALIFICATION REQUIREMENTS:**

The State is seeking services of an engineering expert with the following:

- Engineering knowledge in pressure balance TBM tunneling
- Understanding of geotechnical engineering as applicable to TBM tunneling, subaqueous tunneling and support of excavations
- Understanding of tunnel feasibility analysis, preliminary design, final design, construction, maintenance and operations
- Ability to interpret, review and provide recommendations geotechnical work plans, reports and results for application to the Straits Utility tunnel.
- Ability to interpret, review and provide recommendations on minimizing Project risk
- Ability to interpret, review and provide recommendations on preliminary design of tunnels including geotechnical reports, development of specifications for design, construction, maintenance and operations, and development of RFQs and RFPs.
- Ability to interpret, review and provide recommendations on Straits Utility tunnel design and construction, including quality assurance and acceptance.
- Expert knowledge of secondary containment aspects of the tunnel/geology and risk/probability of Great Lakes and/or groundwater contamination
- Expert knowledge of tunnel groundwater infiltration management and groundwater treatment best practices
- Expert knowledge of tunnel structural soundness and resiliency, particularly in the event of third-party damage to the tunnel
- Ability to review and analyze impacts of tunnel construction and long term operations impacts on surface and groundwater

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## **CONSULTANT PAYMENT – Loaded Hourly Rate:**

Compensation for this project shall be on a loaded hourly rate basis. This basis of payment typically includes an estimate of labor hours by classification or employee, and a “loaded” rate which includes an hourly labor rate, applied overhead, and fixed fee by classification or employee. In addition, other direct costs and subconsultant costs may be proposed and authorized, if necessary.

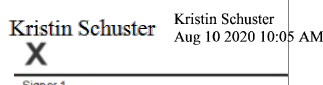
All billings for services must be directed to the Department and follow the current guidelines. The latest copy of the "[Professional Service Reimbursement Guidelines for Bureau of Finance and Administration](#)" is available on MDOT's website. This document contains instructions and forms that must be followed and used for billing. Payment may be delayed or decreased if the instructions are not followed.

Payment to the Consultant for services rendered shall not exceed the maximum amount unless an increase is approved in accordance with the contract with the Consultant. Typically, billings must be submitted within 60 days after the completion of services for the current billing. The final billing must be received within 60 days of the completion of services. Refer to your contract for your specific contract terms.

Direct expenses, if applicable, will not be paid in excess of that allowed by the Department for its own employees in accordance with the State of Michigan’s Standardized Travel Regulations. Supporting documentation must be submitted with the billing for all eligible expenses on the project in accordance with the Reimbursement Guidelines. The only hours that will be considered allowable charges for this contract are those that are directly attributable to the activities of this project.

MDOT will reimburse the consultant for vehicle expenses and the costs of travel to and from project sites in accordance with MDOT’s Travel and Vehicle Expense Reimbursement Guidelines, dated May 1, 2013. The guidelines can be found at [http://www.michigan.gov/documents/mdot/Final\\_Travel\\_Guidelines\\_05-01-13\\_420289\\_7.pdf?20130509082418](http://www.michigan.gov/documents/mdot/Final_Travel_Guidelines_05-01-13_420289_7.pdf?20130509082418). MDOT’s travel and vehicle expense reimbursement policies are intended primarily for construction engineering work. Reimbursement for travel to and from project sites and for vehicle expenses for all other types of work will be approved on a case by case basis.

MDOT will pay overtime in accordance with MDOT’s Overtime Reimbursement Guidelines, dated May 1, 2013. The guidelines can be found at [http://www.michigan.gov/documents/mdot/Final\\_Overtime\\_Guidelines\\_05-01-13\\_420286\\_7.pdf?20130509081848](http://www.michigan.gov/documents/mdot/Final_Overtime_Guidelines_05-01-13_420286_7.pdf?20130509081848). MDOT’s overtime reimbursement policies are intended primarily for construction engineering work. Overtime reimbursement for all other types of work will be approved on a case by case basis.

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## **Exhibit B**

# **COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

**August 2, 2017**

The Consultant specifically agrees to maintain commercial general liability and automobile liability insurance for protection from claims arising out of the performance of services under this contract.

The Consultant must have its policy endorsed to add “the State of Michigan and its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds.

The insurances will be maintained in an amount not less than One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such insurances will be in effect for the life of this contract and for the period through MDOT’s acceptance of the final report resulting from the services provided by this contract.

As evidence of said coverage, the Consultant will submit to MDOT certificates of insurance. All required insurances will be in effect and all documents required by this section will be submitted to MDOT prior to the commencement of the services. All such insurances will include a provision for notice of not less than thirty (30) days in the event of cancellation, directed to MDOT. The Consultant specifically agrees to immediately provide to MDOT written notification of any change to its commercial general liability and automobile liability insurance coverage.

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011